

INTERAGENCY AGREEMENT

1. PARTIES

The Montana Department of Corrections (CORRECTIONS) and the **Montana Department of Public Health and Human Services (DPHHS)** enter into this Agreement (**05-021-YSD**). The parties name, address, and telephone number are as follows:

Montana Department of Corrections
Youth Services Division
1539 11th Avenue
PO Box 201301
Helena, Montana 59620-1301
(406) 444-3930

***DPHHS-Addictive & Mental Disorders
Division
555 Fuller Avenue
PO Box 202905
Helena, MT 59620-2905
(406) 444-4928***

CORRECTIONS AND DPHHS, AS PARTIES TO THIS AGREEMENT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE PARTIES

The purpose of this agreement is to provide for DPHHS to obtain on behalf of CORRECTIONS community based mental health and chemical dependency counseling for the Re-entry Target Population youth under CORRECTIONS supervision and housed at the Great Falls Youth Transition Center (Center). Funding for these services is obtained through the Serious and Violent Offender Reentry Initiative's Supplemental Award to Montana.

A. **DPHHS agrees to:**

1. Obtain on behalf of CORRECTIONS for the delivery and payment of necessary evaluations and of necessary appropriate mental health counseling; and/or chemical dependency counseling and educational services to youth housed at the Center who are identified by CORRECTIONS as appropriate for services.
2. Arrange on behalf of CORRECTIONS for evaluation services, group, and individual counseling sessions at a practitioner's office and offer group education sessions at the Center.
3. Designate the Bureau Chief of the Chemical Dependency Bureau (CDB) as the liaison between CORRECTIONS and DPHHS for Chemical Dependency Counseling services and Mental Health Counseling services.
4. Ensure that the contracted for service providers adhere to federal and state rules and laws on confidentiality, including the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR.
5. Ensure that the contracted for service providers meet a 2-year experience requirement as set forth by Substance Abuse and Mental Health Services Administration (SAMHSA) and are appropriately licensed, accredited, and certified in their designated profession.
6. Establish billing procedure, including forms for payment of services rendered to youth served this Agreement.

7. Identify appropriate persons representing mental health and chemical dependency issues to participate in community re-entry teams.
8. Report required data to the Department of Corrections, Youth Services Division by January 10 and July 10 of each fiscal year.
9. Maintain accurate records memorializing the Center youth served and services provided.
10. Provide services in accordance with the performance measures required by the Office of Juvenile Justice and Delinquency Prevention
11. Perform further as set forth in this Agreement.

B. CORRECTIONS agrees to:

1. Provide through this contract for the mental health counseling and/or chemical dependency counseling needs of youth housed at the Great Falls Youth Transition Center and identified by CORRECTIONS as appropriate for services.
2. Provide reporting requirements necessary for the performance of this contract.
3. Pay for requested services [rendered] no later than 30 (thirty) days after receiving a correct invoice.
4. Provide appropriate notice to provider staff of scheduled community re-entry team meetings.
5. Perform further as set forth in this Agreement.

3. COMPENSATION/BILLING

CORRECTIONS shall compensate DPHHS for successful delivery of services provided, pursuant to Section 2, in the following manner:

- A. CORRECTIONS shall pay DPHHS **\$9,102.58 (nine thousand one-hundred two and 58/100 dollars) per month**, not to exceed \$218,462.00 during the contract period, for the services described in Section 2 above.
- B. CORRECTIONS agrees to pay DPHHS within 30 days following receipt of a correct invoice.
- C. CORRECTIONS may withhold payments to DPHHS if DPHHS has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. TIME OF PERFORMANCE

This Agreement shall take effect upon receipt of the final Contract signature and shall remain in effect for two (2) years, or until terminated by either party, whichever comes first.

5. LIAISON AND NOTICE

- A. Karen Duncan, Bureau Chief (444-4390), 1539 11th Avenue, Helena MT 59620 or successor serves as CORRECTION'S liaison.
- B. Joan Cassidy, Bureau Chief (444-6981), 555 Fuller Avenue, Helena MT 59620 or successor serves as DPHHS liaison.
- C. All notices and invoices required in this Agreement shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

6. ACCESS AND RETENTION OF RECORDS

- A. The parties are required to maintain reasonable records of performance of duties pursuant to this Agreement.
- B. The parties agree to provide the other party, the Legislative Auditor, or their authorized agent with access to records concerning this Agreement.
- C. The parties agree to create and retain all records supporting the services rendered for a period of three years after completion of this Agreement or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party.

7. AMENDMENTS

All amendments to this Agreement shall be in writing and signed by the parties.

8. TERMINATION

This Agreement may be terminated with 30 days written notice from either party to the other.

9. INTEGRATION

This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Agreement, shall be binding or valid. This Agreement shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Agreement.

10. NON-WAIVER

The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

IN WITNESS THEREOF, the parties have entered into and executed this Agreement:

SIGNATURES

CORRECTIONS

PUBLIC HEALTH AND HUMAN SERVICES

Steve Gibson, Administrator
Youth Services Division

Joyce De Cunzo, Administrator
Addictive & Metal Disorders Division

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date